

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 11
ADDRESS OF PREMISES: 1750 Pennsylvania Avenue, NW Washington, DC, 20006	TO LEASE NO. GS-11B-02288
	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Hancock S-REIT DC 1750, LLC**

whose address is: c/o Manulife Investment Management
197 Clarendon Street, #C-2, Boston, Massachusetts 02116-5010

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this amendment, among other things, is to extend the lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

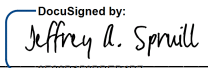
- 1. Premises.** The Government shall continue to lease and have the use of **34,079 RSF**, yielding 28,062 ABOA SF, of office and related space consisting of a portion of the 8th floor (11,047 RSF/8,821 ABOA SF) and the entire 10th floor (23,032 RSF/19,241 ABOA SF) in the Building located at 1750 Pennsylvania Avenue, NW, Washington, DC 20006 during the extended firm term as provided in Paragraph 2 below.
- 2. Extension Term.** The term of the Lease is hereby extended for a period of forty-two (42) months and nineteen (19) days (the "Extension Term"), commencing February 1, 2022 (the "Extension Term Commencement Date") and ending August 19, 2025 (the "Expiration Date").

This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

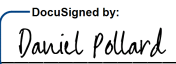
FOR THE LESSOR:
Hancock S-REIT DC 1750, LLC

Signature: 
Name: Jeffrey A. Spruill
Title: Managing Director
Entity: Hancock S-REIT DC 1750, LLC
Date: 8/30/2021

FOR THE GOVERNMENT:

Signature: 
Name: Kevin T. Morrison
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/22/2021

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Daniel Pollard
Title: Director
Date: 8/30/2021

3. **Annual Rent.** Effective February 1, 2022, the Government shall pay an annual rent of **\$1,600,009.05 (\$46.95/RSF)**, payable at the rate of **\$133,334.09** per month in arrears. (b) (4)
- (b) (4) This amount includes operating cost adjustments through January 31, 2022. The next operating cost adjustment shall be effective as of February 1, 2022. Rent for any partial months shall be prorated. The annual rent for the Extension Term includes all rights, services, repairs, alterations, improvements, and utilities currently provided under the Lease.
4. **Condition of Premises.** The Government agrees to accept the Leased Premises and the Building Shell Requirements as “existing”, and Lessor represents that such items are in good repair and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government’s occupancy of the space. Nonetheless, such items or conditions are to be “in good repair and tenantable condition” at the time of the Lease Commencement Date or any other specified dates(s). The acceptance of the Leased Premises “as existing” does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease. Further, Lessor is under no obligation to provide the Government any Tenant Improvement Allowance in connection with the Extension Term and no cyclical re-painting or re-carpeting of the leased space shall be required during the remained of the lease term as hereby extended.
5. **Operating Costs.** (b) (4). This amount includes operating cost adjustments through January 31, 2022. For the purposes of CPI adjustments required under the Lease, the next operating cost adjustment shall be due as of February 1, 2022.
6. **Real Estate Taxes.** The base for real estate taxes shall remain the same as in the existing lease. The government will pay for increases in real estate taxes in excess of the established existing base amount and in accordance with the existing lease. The Government percentage of occupancy shall remain 12.10% (Government space of 34,079 RSF divided by the total Building space of 281,689 RSF).
7. **Commission and Commission Credit.** CBRE, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon execution of this Lease Amendment, payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission, will be payable to CBRE, INC. with the remaining (b) (4) (the “Commission Credit”) to be credited to the shell rent portion of the annual rental payments due for February 2022.
8. Lessor agrees to all terms in the attached “Exhibit A” – FAR Clause 52.204-25 “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”.
9. **Base Building Upgrades.** Within 90 days of execution of this Lease Amendment, the Lessor shall clean and stretch the carpet in the elevator lobby on the 8th floor.
10. **Release of Outstanding Tenant Improvement Allowance Claim.** The Government hereby confirms that it has used and otherwise allocated the entire TIA for to the benefit of the Government and hereby irrevocably waives and releases the Lessor from any and all liability and/or claims of any kind or nature with respect to unspent TIA amounts under this Lease.

This document will not constitute a payment until the date of execution by the Government. As a result, even though payment will be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.



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Exhibit A**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;



(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).



(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

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(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.



(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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